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FORD MOTOR COMPANY and
FUTURE FORD

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LYNDSY HOOKER and JARED HOOKER,)	Case No.: 2:23-cv-02738-JAM-JDP
)	Judge: Hon. John A. Mendez
Plaintiffs,)	Mag. Judge: Hon. Jeremy D. Peterson
)	
vs.)	
)	STIPULATED [PROPOSED]
FORD MOTOR COMPANY;)	PROTECTIVE ORDER –
FUTURE FORD; and DOES 1 through)	DISCOVERY ONLY
10, inclusive,)	
)	
Defendants.)	

1 **IT IS HEREBY STIPULATED** by and between the Parties to *Lyndsy*
 2 *Hooker and Jared Hooker v. Ford Motor Company, et al.*, by and through their
 3 respective counsel of record, that in order to facilitate the exchange of information
 4 and documents which may contain trade secret or other confidential research,
 5 technical, cost, price, marketing or other commercial information, as is
 6 contemplated by Federal Rule of Civil Procedure 26(c)(1)(G), the Parties stipulate
 7 as follows:

8 1. PURPOSES AND LIMITATIONS

9 Disclosure and discovery activity in this action are likely to involve
 10 production of confidential, proprietary, commercially sensitive, personally
 11 identifiable information (“PII”), or private information for which special
 12 protection from public disclosure and from use for any purpose other than
 13 prosecuting this litigation may be warranted. Accordingly, the parties hereby
 14 stipulate to and petition the court to enter the following Stipulated Protective
 15 Order. The parties acknowledge that this Order does not confer blanket protections
 16 on all disclosures or responses to discovery and that the protection it affords from
 17 public disclosure and use extends only to the limited information or items that are
 18 entitled to confidential treatment under the applicable legal principles. The parties
 19 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
 20 Protective Order does not entitle them to file confidential information under seal;
 21 Civil Local Rule 141 sets forth the procedures that must be followed and the
 22 standards that will be applied when a party seeks permission from the court to file
 23 material under seal.

24 2. DEFINITIONS

25 2.1 Challenging Party: a Party or Non-Party that challenges the
 26 designation of information or items under this Order.

27 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
 28 how it is generated, stored or maintained) or tangible things that qualify for

1 protection under Federal Rule of Civil Procedure 26(c), including materials that
2 contain trade secret or other confidential research, technical, cost, price,
3 marketing, or other commercial information, which are, for competitive reasons,
4 normally, kept confidential by the parties, as contemplated by Federal Rules of
5 Civil Procedure 26(c)(1)(G).

6 2.3 Counsel (without qualifier): Outside Counsel of Record and House
7 Counsel (as well as their support staff).

8 2.4 Designating Party: a Party or Non-Party that designates information
9 or items that it produces in disclosures or in responses to discovery as
10 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

11 2.5 Disclosure or Discovery Material: all items or information, regardless
12 of the medium or manner in which it is generated, stored, or maintained (including,
13 among other things, testimony, transcripts, and tangible things), that are produced
14 or generated in disclosures or responses to discovery in this matter.

15 2.6 Expert: a non-attorney person with specialized knowledge or
16 experience in a matter pertinent to the litigation who has been retained by a Party
17 or its counsel to serve as an expert witness or as a consultant in this action,
18 provided that no disclosure shall be made to any expert or consultant who is
19 currently employed by a competitor of the Designating Party.

20 2.7 House Counsel: attorneys who are employees of a party to this action.
21 House Counsel does not include Outside Counsel of Record or any other outside
22 counsel.

23 2.8 Non-Party: any natural person, partnership, corporation, association,
24 or other legal entity not named as a Party to this action.

25 2.9 Outside Counsel of Record: attorneys who are not employees of a
26 party to this action but are retained to represent or advise a party to this action and
27 have appeared in this action on behalf of that party or are affiliated with a law firm
28 which has appeared on behalf of that party.

1 2.10 Party: any party to this action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and
3 their support staffs).

4 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this action.

6 2.12 Professional Vendors: persons or entities that provide litigation
7 support services (e.g., photocopying, videotaping, translating, preparing exhibits
8 or demonstrations, and organizing, storing, or retrieving data in any form or
9 medium) and their employees and subcontractors.

10 2.13 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL” or ‘SUBJECT TO PROTECTIVE ORDER.’”

12 2.14 Receiving Party: a Party that receives Disclosure or Discovery
13 Material from a Producing Party.

14 3. SCOPE

15 The protections conferred by this Stipulation and Order cover not only
16 Protected Material (as defined above), but also (1) any information copied or
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or
18 compilations of Protected Material; and (3) any testimony, conversations, or
19 presentations by Parties or their Counsel that might reveal Protected Material.
20 However, the protections conferred by this Stipulation and Order do not cover the
21 following information: (a) any information that is in the public domain at the time
22 of disclosure to a Receiving Party or becomes part of the public domain after its
23 disclosure to a Receiving Party as a result of publication not involving a violation
24 of this Order, including becoming part of the public record through trial or
25 otherwise; and (b) any information known to the Receiving Party prior to the
26 disclosure or obtained by the Receiving Party after the disclosure from a source
27 who obtained the information lawfully and under no obligation of confidentiality
28

1 to the Designating Party. Any use of Protected Material at trial shall be governed
2 by a separate agreement or order.

3 4. DURATION

4 Even after final disposition of this litigation, the confidentiality obligations
5 imposed by this Order shall remain in effect until a Designating Party agrees
6 otherwise in writing or a court order otherwise directs. Final disposition shall be
7 deemed to be the later of (1) dismissal of all claims and defenses in this action,
8 with or without prejudice; and (2) final judgment herein after the completion and
9 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
10 including the time limits for filing any motions or applications for extension of
11 time pursuant to applicable law.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection under
15 this Order must take care to limit any such designation to specific material that
16 qualifies under the appropriate standards. The Designating Party must designate
17 for protection only those parts of material, documents, items, or oral or written
18 communications that qualify – so that other portions of the material, documents,
19 items, or communications for which protection is not warranted are not swept
20 unjustifiably within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited.
22 Designations that are shown to be clearly unjustified or that have been made for
23 an improper purpose (e.g., to unnecessarily encumber or retard the case
24 development process or to impose unnecessary expenses and burdens on other
25 parties) expose the Designating Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that
27 it designated for protection do not qualify for protection, that Designating Party
28

1 must promptly notify all other Parties that it is withdrawing the mistaken
2 designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in
4 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
5 stipulated or ordered, Disclosure or Discovery Material that qualifies for
6 protection under this Order must be clearly so designated before the material is
7 disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) For information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial
11 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
12 “SUBJECT TO PROTECTIVE ORDER” to each page that contains protected
13 material.

14 A Party or Non-Party that makes original documents or materials available
15 for inspection need not designate them for protection until after the inspecting
16 Party has indicated which material it would like copied and produced. During the
17 inspection and before the designation, all of the material made available for
18 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
19 identified the documents it wants copied and produced, the Producing Party must
20 determine which documents, or portions thereof, qualify for protection under this
21 Order. Then, before producing the specified documents, the Producing Party must
22 affix the “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” legend
23 to each page that contains Protected Material.

24 (b) for testimony given in deposition or in other pretrial or trial
25 proceedings, that the Designating Party identify on the record, before the close of
26 the deposition, hearing, or other proceeding, all protected testimony.

27 (c) for information produced in some form other than documentary
28 and for any other tangible items, that the Producing Party affix in a prominent

1 place on the exterior of the container or containers in which the information or
 2 item is stored the legend “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE
 3 ORDER.”

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 5 failure to designate qualified information or items does not, standing alone, waive
 6 the Designating Party’s right to secure protection under this Order for such
 7 material. Upon timely correction of a designation, the Receiving Party must make
 8 reasonable efforts to assure that the material is treated in accordance with the
 9 provisions of this Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 12 designation of confidentiality at any time. Unless a prompt challenge to a
 13 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
 14 substantial unfairness, unnecessary economic burdens, or a significant disruption
 15 or delay of the litigation, a Party does not waive its right to challenge a
 16 confidentiality designation by electing not to mount a challenge promptly after the
 17 original designation is disclosed.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 19 resolution process by providing written notice of each designation it is
 20 challenging, identifying where applicable the challenged designation by Bates
 21 number, and describing the basis for each challenge. To avoid ambiguity as to
 22 whether a challenge has been made, the written notice must recite that the
 23 challenge to confidentiality is being made in accordance with this specific
 24 paragraph of the Protective Order. The parties shall attempt to resolve each
 25 challenge in good faith and must begin the process by conferring directly (in voice
 26 to voice dialogue; other forms of communication are not sufficient) within 14 days
 27 of the date of service of notice. In conferring, the Challenging Party must explain
 28 the basis for its belief that the confidentiality designation was not proper and must

1 give the Designating Party an opportunity to review the designated material, to
2 reconsider the circumstances, and, if no change in designation is offered, to explain
3 the basis for the chosen designation. A Challenging Party may proceed to the next
4 stage of the challenge process only if it has engaged in this meet and confer process
5 first or establishes that the Designating Party is unwilling to participate in the meet
6 and confer process in a timely manner.

7 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
8 court intervention, the Designating Party shall file and serve a motion to retain
9 confidentiality within 45 days of the initial notice of challenge or within 30 days
10 of the parties agreeing that the meet and confer process will not resolve their
11 dispute, whichever is earlier. Each such motion must be accompanied by a
12 competent declaration affirming that the movant has complied with the meet and
13 confer requirements imposed in the preceding paragraph. Failure by the
14 Designating Party to make such a motion including the required declaration within
15 45 days (or 30 days, if applicable) shall automatically waive the confidentiality
16 designation for each challenged designation. In addition, the Challenging Party
17 may file a motion challenging a confidentiality designation at any time if there is
18 good cause for doing so, including a challenge to the designation of a deposition
19 transcript or any portions thereof. Any motion brought pursuant to this provision
20 must be accompanied by a competent declaration affirming that the movant has
21 complied with the meet and confer requirements imposed by the preceding
22 paragraph.

23 The burden of persuasion in any such challenge proceeding shall be on the
24 Designating Party. Frivolous challenges, and those made for an improper purpose
25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
26 expose the Challenging Party to sanctions. Unless the Designating Party has
27 waived the confidentiality designation by failing to file a motion to retain
28 confidentiality as described above, all parties shall continue to afford the material

1 in question the level of protection to which it is entitled under the Producing
2 Party's designation until the court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that
5 is disclosed or produced by another Party or by a Non-Party in connection with
6 this case only for prosecuting, defending, or attempting to settle this litigation.
7 Such Protected Material may be disclosed only to the categories of persons and
8 under the conditions described in this Order. When the litigation has been
9 terminated, a Receiving Party must comply with the provisions of section 13 below
10 (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a
12 location and in a secure manner that ensures that access is limited to the persons
13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
15 otherwise ordered by the court or permitted in writing by the Designating Party, a
16 Receiving Party may disclose any information or item designated
17 "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this action, as
19 well as employees of said Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this litigation and who have signed the
21 Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
22 A;

23 (b) the officers, directors, and employees (including House Counsel)
24 of the Receiving Party to whom disclosure is reasonably necessary for this
25 litigation and who have signed the "Acknowledgment and Agreement to Be
26 Bound" (Exhibit A);

1 (c) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this litigation and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the court and its personnel;

5 (e) court reporters, videographers, and their staff, who are not
6 personnel of the court, professional jury or trial consultants, mock jurors, and
7 Professional Vendors to whom disclosure is reasonably necessary for this
8 litigation and who have signed the “Acknowledgment and Agreement to Be
9 Bound” (Exhibit A);

10 (f) during their depositions, witnesses in the action to whom disclosure
11 is reasonably necessary and who have signed the “Acknowledgment and
12 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
13 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits
14 to depositions that reveal Protected Material must be separately bound by the court
15 reporter and may not be disclosed to anyone except as permitted under this
16 Stipulated Protective Order. Nothing in this paragraph shall limit the use of Ford
17 documents in deposition of Ford representatives or employees who have a
18 legitimate need to see the information based on the intended subject matter of the
19 deposition.

20 (g) the author or recipient of a document containing the information
21 or a custodian who otherwise possessed or knew the information provided that
22 these individuals may only be shown the protected information and may not retain
23 a copy of the protected information that was produced in this case.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
25 IN OTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in other litigation
27 that compels disclosure of any information or items designated in this action as
28 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification
2 shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or
4 order to issue in the other litigation that some or all of the material covered by the
5 subpoena or order is subject to this Protective Order. Such notification shall
6 include a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served
10 with the subpoena or court order shall not produce any information designated in
11 this action as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER,”
12 before a determination by the court from which the subpoena or order issued,
13 unless the Party has obtained the Designating Party’s permission. The Designating
14 Party shall bear the burden and expense of seeking protection in that court of its
15 confidential material – and nothing in these provisions should be construed as
16 authorizing or encouraging a Receiving Party in this action to disobey a lawful
17 directive from another court.

18 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
19 PRODUCED IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced by
21 a Non-Party in this action and designated as “CONFIDENTIAL” or “SUBJECT
22 TO PROTECTIVE ORDER.” Such information produced by Non-Parties in
23 connection with this litigation is protected by the remedies and relief provided by
24 this Order. Nothing in these provisions should be construed as prohibiting a Non-
25 Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request,
27 to produce a Non-Party’s confidential information in its possession, and the Party
28

1 is subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-
4 Party that some or all of the information requested is subject to a confidentiality
5 agreement with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this litigation, the relevant discovery request(s), and a
8 reasonably specific description of the information requested; and

9 (3) make the information requested available for inspection by the
10 Non-Party.

11 (c) If the Non-Party fails to object or seek a protective order from this
12 court within 30 days of receiving the notice and accompanying information, the
13 Receiving Party may produce the Non-Party's confidential information responsive
14 to the discovery request. If the Non-Party timely seeks a protective order, the
15 Receiving Party shall not produce any information in its possession or control that
16 is subject to the confidentiality agreement with the Non-Party before a
17 determination by the court. Absent a court order to the contrary, the Non-Party
18 shall bear the burden and expense of seeking protection in this court of its
19 Protected Material.

20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a Receiving Party learns that, by inadvertence or otherwise, it has
22 disclosed Protected Material to any person or in any circumstance not authorized
23 under this Stipulated Protective Order, the Receiving Party must immediately (a)
24 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
25 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
26 the person or persons to whom unauthorized disclosures were made of all the terms
27 of this Order, and (d) request such person or persons to execute the
28

1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
2 A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other
7 protection, the obligations of the Receiving Parties are those set forth in Federal
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
9 whatever procedure may be established in an e-discovery order that provides for
10 production without prior privilege review. Pursuant to Federal Rule of Evidence
11 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
12 of a communication or information covered by the attorney-client privilege or
13 work product protection, the parties may incorporate their agreement in the
14 stipulated protective order submitted to the court.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
17 person to seek its modification by the court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this
19 Protective Order no Party waives any right it otherwise would have to object to
20 disclosing or producing any information or item on any ground not addressed in
21 this Stipulated Protective Order. Similarly, no Party waives any right to object on
22 any ground to use in evidence of any of the material covered by this Protective
23 Order.

24 12.3 Filing Protected Material. Without written permission from the
25 Designating Party or a court order secured after appropriate notice, or upon another
26 timeframe agreeable under the circumstances, to all interested persons, a Party
27 may not file in the public record in this action any Protected Material. A Party that
28 seeks to file under seal any Protected Material must comply with Local Rule 141.

1 Protected Material may only be filed under seal pursuant to a court order
2 authorizing the sealing of the specific Protected Material at issue. A sealing order
3 will issue only upon a request establishing that the Protected Material at issue is
4 privileged, protectable as a trade secret, or otherwise entitled to protection under
5 the law. If a Receiving Party's request to file Protected Material under seal is
6 denied by the court, then the Receiving Party may file the information in the public
7 record unless otherwise instructed by the court.

8 13. FINAL DISPOSITION

9 Within 60 days after the final disposition of this action, as defined in
10 paragraph 4, each Receiving Party must return all Protected Material to the
11 Producing Party or destroy such material. As used in this subdivision, "all
12 Protected Material" includes all copies, abstracts, compilations, summaries, and
13 any other format reproducing or capturing any of the Protected Material. Whether
14 the Protected Material is returned or destroyed, the Receiving Party must submit a
15 written certification to the Producing Party (and, if not the same person or entity,
16 to the Designating Party) by the 60 day deadline that (1) identifies (by category,
17 where appropriate) all the Protected Material that was returned or destroyed and
18 (2) affirms that the Receiving Party has not retained any copies, abstracts,
19 compilations, summaries or any other format reproducing or capturing any of the
20 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
21 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
22 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
23 reports, attorney work product, and consultant and expert work product, even if
24 such materials contain Protected Material. Any such archival copies that contain
25 or constitute Protected Material remain subject to this Protective Order as set forth
26 in Section 4 (DURATION). With respect to those materials that this provision
27 allows the Receiving Party to retain after final disposition of this action, exhibits
28 to the retained materials must be returned to the Producing Party or destroyed on

1 or before 5 years after final disposition (as defined in Section 4: DURATION) of
2 this action. The parties agree to meet and confer prior to moving to enforce
3 compliance with this provision.

4
5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6 Dated: May 29, 2024

STRATEGIC LEGAL PRACTICES, A

7 By /s/ Elizabeth A. LaRocque
8 Elizabeth A. LaRocque
9 Attorneys for Plaintiffs,
10 LYNDSEY HOOKER and
JARED HOOKER

11 Dated: May 29, 2024

GORDON REES SCULLY MANSUKHANI,
12 LLP

13 By: /s/ Trina M. Clayton
14 Spencer P. Hugret
15 Katherine P. Vilchez
16 Trina M. Clayton
Attorneys for Defendant
17 FORD MOTOR COMPANY and
FUTURE FORD

18 **ORDER**

19 GOOD CAUSE APPEARING, the Court hereby approves this Stipulated
20 Protective Order.

21
22 IT IS SO ORDERED.

23 Dated: June 4, 2024

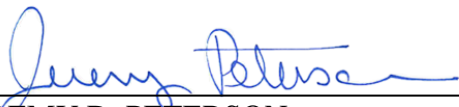
24 
25 JEREMY D. PETERSON
26 UNITED STATES MAGISTRATE JUDGE
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Eastern District of
California on [_____] in the case *Lyndsy Hooker and Jared Hooker v.
Ford Motor Company, et al.* Case No. 2:23-02738-JAM-JDP. I agree to comply
with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Eastern District of California for the purpose of enforcing the terms
of this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action.

I hereby appoint _____ [print or type full name]
of _____ [print or type full address
and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed:

Printed name: _____

Signature: _____